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4 BILL NO. S-74-07-27

5 SPECIAL ORDINANCE NO. S-108-74

6 AN ORDINANCE approving a contract with
7 CARRINGTON & ASSOCIATES, INC. for
8 sidewalk repairs in Fourth District.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. The contract between CARRINGTON & ASSOCIATES,
12 INC. and the City of Fort Wayne, by and through its Mayor and the Board of
13 Public Works, for improvements to curbs and sidewalks, as follows:

14 Both sides of Jackson Street from S/P/L of Main Street to
15 the N/P/L of Leykauf Street; Both sides of Van Buren Street
16 from the S/P/L of Main Street to the N/P/L of Lavina Street;
17 Both sides of Wilt Street from the W/P/L of Broadway to the
18 E/P/L of Rockhill Street and Lavina Street from the W/P/L
of Broadway to 94 feet west of the W/P/L of Rockhill Street

19 for a total cost of \$54,277.63 , of which the City will pay \$43,358.13 of the con-
20 struction costs, property owners to pay approximately \$10,919.50 of the con-
21 struction costs and in addition, charges by the Street Department and W.P.C.
22 Maintenance of approximately \$28,877.00, all as more particularly set forth in
23 said Contract which is on file in the Office of the Board of Public Works, and is
24 by reference incorporated herein and made a part hereof, is hereby in all things
25 ratified, confirmed and approved.

26 SECTION 2. This Ordinance shall be in full force and effect from
27 and after its passage and approval by the Mayor.

28
29
30 
31 Councilman

32
33 APPROVED AS TO FORM
34 AND LEGALITY,
35 

Read the first time in full and on motion by Moore, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 7-9-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moore, seconded by Stier, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>✓</u>
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 7-23-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. S-108-74 on the 23rd day of July, 1974.

ATTEST: (SEAL)
Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of July, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of July, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

Sam H. Jones
MAYOR

Bill No. S-74-07-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with CARRINGTON & ASSOCIATES, INC. for sidewalk
repairs in Fourth District

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance On PASS.

Winfield C. Moses, Jr - Chairman

John Nuckols - Vice-Chairman

James S. Stier

William T. Hinga

Vivian G. Schmidt

(2) Self. Mrs. SR

James Stier
William T. Hinga
Vivian G. Schmidt

DATE 7-23-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

June 11, 1974

The Common Council
Fort Wayne, Indiana

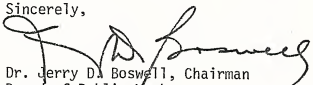
Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a contract to Carrington & Associates, Inc. for sidewalk repairs in the Fourth District under Resolution No. 5647-1974 at a cost of \$54,277.63.

This is based on property owners paying \$.50 per square foot or approximately \$10,919.50 of construction costs.

The Board is desirous of cooperating with the contractor in allowing construction to start as soon as possible. Therefore, we are requesting "Prior Approval" of this contract. It shall be submitted for formal introduction June 25, 1974.

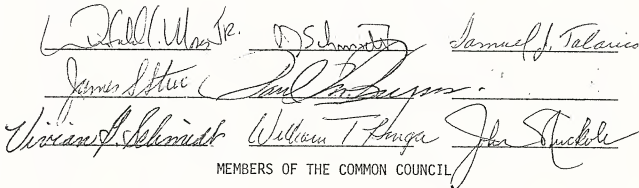
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:


MEMBERS OF THE COMMON COUNCIL

CONTRACT

This Agreement, made and entered into this 3rd day of June, 1974

by and between - - - - - CARRINGTON & ASSOCIATES, INC. - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve curbs and sidewalks on both sides of Jackson Street from S/P/L of Main Street to the N/P/L of Leykauf Street; both sides of Van Buren Street from the S/P/L of Main Street to the N/P/L of Lavina Street; both sides of Wilt Street from the W/P/L of Broadway to the E/P/L of Rockhill Street and Lavina Street from the W/P/L of Broadway to 94 feet west of the W/P/L of Rockhill Street.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5647-1974 and at the following price per lineal foot:

(Contracts "C", "D" & "F")			
<u>Sidewalk Removal</u>			
(Contract "D" & "F")	Two dollars and seventy cents, per square yard		\$ 2.70
(Contract "C")	Three dollars and fifteen cents, per square yard		3.15
<u>Curbside Walk</u>			
(Contract "D")	One dollar and twenty cents, per square foot		1.20
(Contract "C")	One dollar and twenty five cents, per square foot		1.25
<u>Standard Walk</u>			
(Contract "D")	One dollar and seventeen cents, per square foot		1.17
(Contract "C")	One dollar and twenty five cents, per square foot		1.25
(Contract "F")	One dollar and fifteen cents, per square foot		1.15
<u>Curb Removal</u>			
(Contracts "D" & "F")	One dollar and forty cents, per lineal foot		1.40
(Contract "C")	One dollar and fifty cents, per lineal foot		1.50
<u>6" Capped Curb</u>			
(Contracts "D" & "F")	Two dollars and ninety seven cents, per lineal foot		2.97
(Contract "C")	Three dollars and seven cents, per lineal foot		3.07
<u>New 9" Concrete</u>			
(Contract "D")	Eighteen dollars and twenty seven cents, per square yard		18.27
(Contract "C")	Nineteen dollars and fifty cents, per square yard		19.50

Common Excavation

(Contract "D")

Three dollars and seventy five cents, per cubic yard

at the following prices:

Sidewalk Removal

(Contract "D" & "F")	Two dollars and seventy cents, per square yard	\$ 2.70
(Contract "C")	Three dollars and fifteen cents, per square yard	3.15

Curbface Walk

(Contract "D")	One dollar and twenty cents, per square foot	1.20
(Contract "C")	One dollar and twenty five cents, per square foot	1.25

Standard Walk

(Contract "D")	One dollar and seventeen cents, per square foot	1.17
(Contract "C")	One dollar and twenty five cents, per square foot	1.25
(Contract "F")	One dollar and fifteen cents, per square foot	1.15

Curb Removal

(Contracts "D" & "F")	One dollar and forty cents, per lineal foot	1.40
(Contract "C")	One dollar and fifty cents, per lineal foot	1.50

6" Capped Curb

(Contracts "D" & "F")	Two dollars and ninety seven cents, per lineal foot	2.97
(Contract "C")	Three dollars and seven cents, per lineal foot	3.07

New 9" Concrete

(Contract "D")	Eighteen dollars and twenty seven cents, per square yard	18.27
(Contract "C")	Nineteen dollars and fifty cents, per square yard	19.50

Common Excavation

(Contract "D")	Three dollars and no cents, per cubic yard	3.00
(Contract "C")	Three dollars and fifty cents, per cubic yard	3.50

Top Soil

(Contract "D")	Four dollars and no cents, per ton	4.00
(Contract "C")	Four dollars and fifty cents, per ton	4.50
(Contract "F")	Six dollars and no cents, per ton	6.00

Mulch, Seeding and Fertilizer

(Contract "D", "C" & "F")	One dollar and ten cents, per square yard	1.10
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The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214, Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5647-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally completed within 60 working days after contract is approved by City Council and in all respects completed on or before XXXXXXXXXXXX 19 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 3rd

day of June, 19 74

CARRINGTON & ASSOCIATES, INC.

BY: Guad Carrington

ITS: PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald H. Bousie

Its Board of Public Works and Mayor.

JUN 10 1974

APPROVED AS TO FORM AND LEGALITY

John R. Fleck

GUARANTY BOND

Know All Men by These Presents, That we _____

_____-CARRINGTON & ASSOCIATES, INC.-_____-Contractors

as principal, and FIREMEN'S INSURANCE COMPANY, NEWARK, NEW JERSEY-_____-

_____-as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY FOUR THOUSAND,

TWO HUNDRED SEVENTY SEVEN DOLLARS AND SIXTY THREE CENTS _____

_____-(\$54,277.63)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

CARRINGTON & ASSOCIATES, INC.-_____-

did on the 3rd _____ day of June, 1974 _____

_____, enter into a contract with the City of Fort Wayne to construct a

_____-Pavement

on _____ Street from _____

Curbs and sidewalks on both sides of Jackson Street from S/P/L of Main Street to the N/P/L of Leykauf Street; both sides of Van Buren Street from the S/P/L of Main Street to the N/P/L of Lavina Street; both sides of Wilt Street from the W/P/L of Broadway to the E/P/L of Rockhill Street and Lavina Street from the W/P/L of Broadway to 94 feet west of the W/P/L of Rockhill Street.

_____-according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said _____

CARRINGTON & ASSOCIATES, INC.-_____-shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 3rd _____ day of June, 1974 _____

FIREMEN'S INSURANCE COMPANY

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: Shed Carrington (SEAL)

ITS: PRESIDENT (SEAL)

Attorney-in-fact

Approved this 10th _____ day of June, 1974 _____

_____-
Board of Public Works.



LIABILITY BOND

~~Known All Men by These Presents.~~ That we hereby certify that CARRINGTON & ASSOCIATES, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill ~~all the conditions and stipulations therein contained,~~ except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 3rd day of June, 1974

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: Hubert Carrington (SEAL)

TIS: PRESIDENT (SEAL)

(SEAL)

Approved this 10

day of June, 1974

Ronald L. Bonar

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 29, 1974

FIREMEN'S INSURANCE COMPANY
OF NEWARK, NEW JERSEY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Harlan J. Miller, Jr., or Joan Hostetler both of Fort Wayne, Indiana EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of One Hundred Thousand (\$100,000.) Dollars

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 22nd day of December, 1961:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or any Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Secretaries this 31st day of March, 1969.

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Attest:

By

Edward D. Bureau
Secretary



Carroll R. Young
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 31st day of March, 1969, before me personally came Carroll R. Young, to me known, who being by me duly sworn, did depose and say: that he resides in Springfield, in the County of Union, State of New Jersey, at 66 Spring Brook Road; that he is a Vice-President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

Lillian Bryson

LILLIAN BRYSON
Notary Public, State of New York
No. 41-0474050
Qualified in Queens County
Certificate Filed in New York County
Term Expires March 30, 1971

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, the undersigned, a Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the

3rd day of June, 1974.



Eugene P. Dougherty
Secretary

DIGEST STREET ✓

TITLE OF ORDINANCE Special - Contract with Carrington & Associates (Sidewalk Repair in 4th Councilmanic District)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works *S-74-0927*

SYNOPSIS OF ORDINANCE Contract with Carrington & Associates, Inc., in amount of \$54,277.63 for three sections of Fourth District Sidewalk Repair project as follows:

Section C - Jackson Street

Section D - Van Buren Street

Section F - Wilt and Lavina Streets

This is based on property owners paying \$.50 per-square foot or approximately \$10,919.50 of construction costs:

(See Prior Approval Letter Attached)

EFFECT OF PASSAGE Sidewalk repairs as approved by Council

EFFECT OF NON-PASSAGE No repairs

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City on construction contract - \$43,358.13. In addition, the WPC Maintenance and Street-Department charges will be approximately \$28,877. for materials and services

ASSIGNED TO COMMITTEE (If any)

Board of Works